

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERFORMANCE BASED SERVICES CONTRACT

This is a Performance Based Services Contract. **All offerors are encouraged to propose a SECTION B that offers the best pricing and incentive solution. As such, tables B.4 through B.8 below are provided as a suggested format.** The offeror's SECTION B must follow the proposal requirements provided in Section L.3.6 Price Proposal. The structure, function, and price of the offerors' SECTION B will be evaluated in accordance with SECTION M criteria.

B.2 CONTRACT TYPE

The Government anticipates awarding an Indefinite Delivery Indefinite Quantity (IDIQ) contract with a performance based incentive package that includes a multi-tiered payment structure. The Government's minimum, maximum, and estimated quantities are provided.

B.3 OPTION CONTRACT LINE ITEM NUMBERS

This is a hybrid contract. The Government has the option to exercise Option Contract Line Item Numbers (CLIN) 0007, 0014, 0021, 0028, and 0035. These CLINs may be ordered on a labor hour basis through the issuance of task orders. The prices set forth for Option Contract Line Item Numbers (CLIN) 0007, 0014, 0021, 0028, and 0035 shall be inclusive of all labor and material costs, burdens, any other direct costs, and profit. Minimums and maximums do not apply to these Option CLINs. The incentive structure at clause B.9.1 does not apply to these Option Contract Line Item Numbers.

B.4 BASE PERIOD (Date of Award through 1 year thereafter)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT. |
|--------------------|---|---------|---------|----------|-----------|------------|----------------------|
| 0001 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0001a | SF-52 (filed) | 5,000 | 25,000 | 10,500 | <u>EA</u> | | |
| 0001b | SF-50 (filed) | 5,000 | 35,000 | 25,000 | <u>EA</u> | | |
| 0002 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0002a | Payroll Documents (filed) | 5,000 | 20,000 | 15,000 | <u>EA</u> | | |
| 0003 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0003a | File Process (e.g. PAPs) | 5,000 | 8,000 | 7,500 | <u>EA</u> | | |
| 0003b | Document/RPT Distribution | 390 | 780 | 390 | <u>EA</u> | | |
| 0004 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0004a | Data Entry | 5200 | 15,600 | 10,400 | <u>EA</u> | | |
| 0005 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0005a | Customer Svc. | 1800 | 2007 | 2007 | <u>HR</u> | | |
| 0006 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0006a | Quality Review | 5,000 | 25,000 | 10,500 | <u>EA</u> | | |
| 0006b | Audit Review | 300 | 1000 | 750 | <u>EA</u> | | |
| Option 0007 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0007a | Personnel Assistant Labor Category | | | 10,000 | <u>HR</u> | | |

B.5 Option Period I (Date of Option Exercise through 1 year thereafter)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT. |
|--------------------|---|---------|---------|----------|-----------|------------|----------------------|
| 0008 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0008a | SF-52 (filed) | 5,000 | 26,000 | 11,500 | <u>EA</u> | | |
| 0008b | SF-50 (filed) | 5,000 | 36,000 | 26,000 | <u>EA</u> | | |
| 0009 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0009a | Payroll Documents (filed) | 5,000 | 21,000 | 16,000 | <u>EA</u> | | |
| 0010 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0010a | File Process (e.g. PAPs) | 5,000 | 9,000 | 8,500 | <u>EA</u> | | |
| 0010b | Document/RPT Distribution | 390 | 800 | 400 | <u>EA</u> | | |
| 0011 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0011a | Data Entry | 5200 | 18,200 | 13,000 | <u>EA</u> | | |
| 0012 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0012a | Customer Svc. | 1800 | 2007 | 2007 | <u>HR</u> | | |
| 0013 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0013a | Quality Review | 5,000 | 26,000 | 11,500 | <u>EA</u> | | |
| 0013b | Audit Review | 300 | 1000 | 750 | <u>EA</u> | | |
| Option 0014 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0014a | Personnel Assistant Labor Category | | | 11,000 | <u>HR</u> | | |

B.5 OPTION PERIOD II (Date of Option Exercise through 1 year thereafter)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT. |
|--------------------|---|---------|---------|----------|-----------|------------|----------------------|
| 0015 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0015a | SF-52 (filed) | 5,000 | 27,000 | 12,500 | <u>EA</u> | | |
| 0015b | SF-50 (filed) | 5,000 | 37,000 | 27,000 | <u>EA</u> | | |
| 0016 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0016a | Payroll Documents (filed) | 5,000 | 22,000 | 17,000 | <u>EA</u> | | |
| 0017 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0017a | File Process (e.g. PAPs) | 5,000 | 10,000 | 9,500 | <u>EA</u> | | |
| 0017b | Document/RPT Distribution | 390 | 810 | 410 | <u>EA</u> | | |
| 0018 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0018a | Data Entry | 5,200 | 20,800 | 15,600 | <u>EA</u> | | |
| 0019 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0019a | Customer Svc. | 1800 | 2007 | 2,007 | <u>HR</u> | | |
| 0020 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0020a | Quality Review | 5,000 | 27,000 | 12,500 | <u>EA</u> | | |
| 0020b | Audit Review | 300 | 1,000 | 750 | <u>EA</u> | | |
| Option 0021 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0021a | Personnel Assistant Labor Category | | | 12,000 | <u>HR</u> | | |

B.6 OPTION PERIOD III (Date of Option Exercise through 1 year thereafter)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT. |
|--------------------|---|---------|---------|----------|-----------|------------|----------------------|
| 0022 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0022a | SF-52 (filed) | 5,000 | 28,000 | 13,500 | <u>EA</u> | | |
| 0022b | SF-50 (filed) | 5,000 | 38,000 | 28,000 | <u>EA</u> | | |
| 0023 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0023a | Payroll Documents (filed) | 5,000 | 23,000 | 18,000 | <u>EA</u> | | |
| 0024 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0024a | File Process (e.g. PAPs) | 5,000 | 11,000 | 10,500 | <u>EA</u> | | |
| 0024b | Document/RPT Distribution | 390 | 820 | 420 | <u>EA</u> | | |
| 0025 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0025a | Data Entry | 5,200 | 23,400 | 18,200 | <u>EA</u> | | |
| 0026 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0026a | Customer Svc. | 1800 | 2,007 | 2,007 | <u>HR</u> | | |
| 0027 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0027a | Quality Review | 5,000 | 28,000 | 13,500 | <u>EA</u> | | |
| 0027b | Audit Review | 300 | 1,000 | 750 | <u>HR</u> | | |
| Option 0028 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0028a | Personnel Assistant Labor Category | | | 13,000 | <u>HR</u> | | |

B.8 OPTION PERIOD IV (Date of Option Exercise through 1 year thereafter)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT. |
|--------------------|---|---------|---------|----------|-----------|------------|----------------------|
| 0029 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0029a | SF-52 (filed) | 5,000 | 29,000 | 14,500 | <u>EA</u> | | |
| 0029b | SF-50 (filed) | 5,000 | 39,000 | 29,000 | <u>EA</u> | | |
| 0030 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0030a | Payroll Documents (filed) | 5,000 | 24,000 | 19,000 | <u>EA</u> | | |
| 0031 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0031a | File Process (e.g. PAPs) | 5,000 | 12,000 | 11,500 | <u>EA</u> | | |
| 0031b | Document/RPT Distribution | 390 | 830 | 430 | <u>EA</u> | | |
| 0032 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0032a | Data Entry | 5,200 | 26,000 | 20,800 | <u>EA</u> | | |
| 0033 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0033a | Customer Svc. | 1800 | 2,007 | 2,007 | <u>HR</u> | | |
| 0034 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0034a | Quality Review | 5,000 | 29,000 | 14,500 | <u>EA</u> | | |
| 0034b | Audit Review | 300 | 1,000 | 750 | <u>EA</u> | | |
| Option 0035 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0035a | Personnel Assistant Labor Category | | | 13,000 | <u>HR</u> | | |

B.9 PERFORMANCE BASED INCENTIVES

B.9.1 Performance Based Price Adjustments

For the purposes of this solicitation, the following recommended incentive plan is provided:

The term “Speed” refers to the percentage of CLINs that are processed on time. The day or hour count begins at the time that the contractor receives Government inputs from the USPTO and ends at the time that the contractor provides the required document or service to the USPTO. USPTO will sample documents and services provided by the contractor on a minimum of a quarterly basis and in accordance with the agreed Quality Assurance Plan, in order to calculate the average speed of the contractor. The sample or measure quantity of a CLIN that is completed within the Acceptable Quality Level for speed divided by the total sample or measure quantity of a CLIN completed for the evaluation period will be the formula that will be used to establish Speed. This figure will be used in calculating performance-based adjustments to the unit price for each CLIN in the contractor’s invoices for the measured period.

The term “Error Rate” refers to percentage of CLINs provided by the contractor to the USPTO that do not meet the Acceptable Quality Level in terms of errors for the CLIN. USPTO will sample submissions by the contractor on a minimum of a quarterly basis and in accordance with the agreed Quality Assurance Plan in order to calculate the error rate of the contractor. For each area of documentation or service sampled, USPTO will determine all errors. The sample or measure quantity of a CLIN that is completed within the Acceptable Quality Level for error divided by the total sample or measure quantity of a CLIN completed for the evaluation period will be the formula that will be used to establish Error Rate. This figure will be used in calculating performance-based adjustments to the unit price for each CLIN in the contractor’s invoices for the measured period.

Prices listed in the Offeror’s proposal and subsequently incorporated via contract award will be subject to the accepted performance based adjustments. Adjustments will be made to the unit price for each CLIN in the contractor’s invoice for task/delivery orders in accordance with the Speed and Error Rate measurements described above. All offerors are encouraged to provide innovative incentive solutions. The USPTO proposes the following:

When Speed = 98% AND Error Rate is Less than 1.6-2% = contract price is paid

Positive Incentives:

When Speed = at least 98% AND Error Rate is 1-1.5% = contract price + 3% is paid

When Speed = at least 98% AND Error Rate Less than 1% = contract price + 7% is paid

Negative Incentives:

When Speed = at least 98% but Error Rate is 3.01 - 10% = contract price – 10%

When Speed = at least 98% but Error Rate is 10.01 - 25% range = contract price – 30%

When Speed = at least 98% but Error Rate is more than 25.01% = contract price – 40%

When Error Rate is less than 2%, but average speed is 95.01 – 97% on time = contract price – 10%

When Error Rate is less than 2%, but average speed is 90 – 95% on time = contract price – 40%

When Error Rate is less than 2%, but average speed is less than 90% on time = contract price – 50%

SECTION C – STATEMENT OF OBJECTIVES

C.1 INTRODUCTION/BACKGROUND

The United States Patent and Trademark Office (USPTO) anticipates award of a contract for human resources operational and customer service support services for the Office of Human Resources (OHR), U.S. Patent and Trademark Office (USPTO), U.S. Department of Commerce (DOC). The USPTO is currently located in Crystal City, Arlington, VA but will be relocating to a new campus in Alexandria, VA at some point between late 2003 and 2005.

The OHR plays a variety of roles in supporting the USPTO's 21st Century Strategic Plan. Human Resources' personnel have the opportunity to play key roles in policy formulation by recruiting, hiring, training and compensating competent personnel throughout the life cycle of each individual employee. A primary component to monitoring and tracking personnel activities is maintenance of the Official Personnel Folders and other associated filing requirements mandated by Office of Personnel Management (OPM) regulations. While the broad scope of technical subject matter involved in recruiting and retaining patent and trademark professionals is sometimes daunting, OHR has always been able to hire more than sufficient personnel and subsequently maintain more than 30,000 personnel records per year.

The OHR is the bulwark of the USPTO, in that without OHR, USPTO would not have the ability to function and renew the personnel pool of technical talent that USPTO requires. There are almost 7,000 current employees in the USPTO. Proper maintenance of personnel records, namely the Official Personnel Folder (OPF); Individual Payroll File (IPF) used to maintain employee payroll activities; Employee Performance Folder (EPF); Medical Personnel File (MPF), and other operational files, etc., associated with incumbent personnel and proper disposition of more than some 30,000+ personnel records are critical OHR functions.

C.2 SCOPE

This contract is to fulfill United States Patent and Trademark Office (hereinafter referred to as the USPTO) requirements for OHR Operations Support and Customer Service. The timely and accurate handling of personnel actions, human resources operations, and customer service must be recognized as a vital and mandatory requirement of this contract. It is anticipated that specific requirements will change over the life of this contract. This will result in the USPTO modifying this contract to incorporate in-scope changes. Further, given the pace of change in information technology and the telecommunications marketplace, it is impossible to anticipate how individual USPTO requirements will evolve over the life of the contract. Throughout the life of this agreement, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improves systems and mission performance.

C.3 SERVICES REQUIRED

The OHR has a goal to explore measures to function most effectively in meeting OHR's mission in "aligning HR practices and HR systems with the objectives of the business practices" in its role as business partners, advisors and consultants. In view of this, OHR has elected to outsource many of its operational and customer service support functions to allow OHR to operate as strategic partners and business planners to our customers. As such, the Contractor shall be required to provide technical advice on and perform office-wide, on-going human resources operational and customer support services. The services are to be administered at USPTO in Arlington and/or Alexandria, VA and scheduled to commence on or about August 21, 2003.

The Contractor shall provide experienced and qualified professional personnel to provide services to include, but not limited to the following:

1. Records Management Support
2. Operational/Quality Support
3. Data Entry/Data Base Management/Information Technology
4. Customer Support Services

5. Other Support Services

A summary of the required services and the corresponding performance standards and surveillance plans is provided in Attachment F, Performance Requirements Summary (PRS).

C.3.1 RECORDS MANAGEMENT SUPPORT

The Contractor shall perform the required records management and retention support services necessary for the maintenance of all USPTO employees' personnel/payroll documents, Official Personnel Folders (OPF), Individual Payroll Files (IPF) and Employee Performance Folders (EPF), (* for employees who are identified with a certified medical disability, a Medical Personnel Folder (MPF) must be created and maintained) in accordance with OPM guidelines (Payroll Documents Filed CLIN 0002a, CLIN 0009a, CLIN 0016a, CLIN 0023a, CLIN 0030a; File Process CLIN 0003a, CLIN 0010a, CLIN 0017a, CLIN 0024a, CLIN 0031a; SF-52 Filed CLIN 0001a, CLIN 0008a, CLIN 0015a, CLIN 0022a, CLIN 0029a; SF-50 Filed CLIN 0001b, CLIN 0008b, CLIN 0015b, CLIN 0022b, CLIN 0029b). In doing so, the contractor shall assess for peak filing times and realign staffing levels to ensure document filing and distribution are completed within specified timeframes. The Contractor shall track the whereabouts of all Official Personnel Folders (OPF), Individual Payroll Files (IPF) and Employee Performance Folders (EPF), (* and Medical Personnel Folder, MPF, if applicable) for which OHR is responsible. In conjunction with audits/reviews such as the annual financial audit and Office of Personnel Management review, the Contractor will first ensure that all requested/required documents are in compliance with OPM guidelines.

As the OPF/IPF/EPF/MPF tracking system transitions from a manually driven environment to an automated (electronic) environment, the contractor will provide the necessary personnel to support the transition and its associated processes.

A description of the current workflow process is provided in Attachment B. Attachment C provides a list of Personnel and Payroll Document Types.

C.3.2 OPERATIONAL/QUALITY SUPPORT SERVICES

The Contractor shall provide operational support and technical advice in augmenting the responsibilities of the personnel specialists. The contractor will provide a wide range of professional services while working seamlessly with OHR professional and technical staff to improve OHR processes and procedures. This will include incorporating quality control and quality assurance processes for each of the operational areas for which the contract is responsible for supporting. Specifically, the contractor will ensure a quality and validation process for the inherent audit review process of the SF-52 and 50 for accuracy and maintain a qualified database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes (Quality Review CLIN 0006a, CLIN 0013a, CLIN 0020a, CLIN 0027a, CLIN 0034a, Audit Review 0006b, CLIN 0013b, CLIN 0020b, CLIN 0027b, CLIN 0034b). All aspects of quality control/quality assurance shall include performance standards and measures for which contract performance will be gauged in meeting contract requirements. The Contractor will anticipate operational periods of peak performance (e.g. annual performance rating and awards) and will adjust priorities accordingly while lessening periods of downtime.

Contract personnel will work seamlessly with OHR professionals and apply best practices. In addition, the contractor will be required to assist OHR in assessing the organization's processes for improvement. Routine management reporting will include addressing operational activities, e.g. filing, monitoring, distribution of documents and data entry of personnel applications. Additional management reporting requirements will include error reported data (SINQ) and quarterly reviews for validating the accuracy of contract activity.

A description of the current workflow process is provided in Attachment B.

C.3.3 DATA ENTRY/DATA BASE MANAGEMENT/INFORMATION TECHNOLOGY (IT)

The Contractor shall supply operational support and data entry/data base management/IT to OHR by furnishing a wide-range of clerical and administrative support functions. The Contractor will be required to operate the automated tracking systems that will monitor file activities throughout OHR. The audit and file

maintenance aspects of the contract will require the contractor to enter data (Data Entry CLIN 0004a, CLIN 0011a, CLIN 0018a, CLIN 0025a, CLIN 0032a), rectify erroneous data, and verify the correction of data using the NFC and/or other data management systems in ensuring that the OPF/IPF/EPF contains accurate and up-to-date information. The contractor must provide qualified data entry personnel and establish a verification process that will include quality control and quality review performance measures, to be incorporated in the weekly/biweekly/annual management reporting requirements (Document Report/Distribution CLIN 0003b, CLIN 0010b, CLIN 0017b, CLIN 0024b, CLIN 0031b). The contractor shall provide support for systems conversion, implementation, or training on HR automated systems in the event that OHR requires support. Contract positions require experienced business administrators skilled in working in an electronic environment in manning a parallel process in the development, auditing, and routine maintenance of the OPF/IPF/EPF files.

The contractor will be required to maintain the INFOLINX 2000 electronic tracking and monitoring system used to capture activities associated with the routine use of the OPF/IPF/EPF. The contractor will have access to the Internet via PTONet to obtain OPM regulations, guidelines, and references @ <http://www.opm.gov>.

The Contractor shall use USPTO-supplied computers to access the on-line Internet databases including Infolinx 2000 and other DOC/USPTO databases, international patent and trademark databases, and/or the current USPTO integrated PTDLP library system, if necessary. The Contractor shall utilize all available USPTO software and databases to conduct the required software research to attain the maximum automation of the OHR personnel and HR systems commensurate with OHR requirements.

The Contractor's personnel staff shall establish a security system that provides for the safety and privacy of materials that pertain to on-going or prior personnel file activity. These materials will be held in a secure area within the OHR facility and will not be allowed out of the facility, however, with the exception of the Office of Civil Rights, Equal Employment Opportunity cases and the Office of General Counsel located in close proximity to OHR. Other exceptions must have written approval from the OHR Director.

A description of the current workflow process is provided in Attachment B and Attachment D.

C.3.4 CUSTOMER SUPPORT SERVICES

The Contractor will be responsible for the duties associated with the operation and administration of receptionist and front desk activities (Customer Service CLIN 0005a, CLIN 0012a, CLIN 0019a, CLIN 0026a, and CLIN 0033a). These duties include (but are not limited to) the following: greeting and receiving customers; sorting and distribution of incoming/outgoing mail; distribution of OHR related forms and documents. Contractor will be required to encourage the use of electronic resources made available via Internet or intranet access to retrieve employee personnel data in order to promote greater efficiency.

The Contractor will assist OHR in rendering customer support services to the USPTO program offices in performing an audit of the time and attendance records of recorded leave activity for accuracy against the NFC personnel database system.

A description of the current workflow process is provided in Attachment B and Attachment E.

C.3.5 PERSONNEL SPECIALISTS AND ASSISTANTS

In the provision of the required services it may become evident that OHR may require an extension of the services currently being provided or a different set of services (CLIN 0007a, CLIN 0014a, CLIN 0021a, CLIN 0028a, CLIN 0035a). Specifically, the Contractor will be required to assist OHR in the administration and implementation of one-time or periodic efforts/tasks, e.g., reduction-in-force (RIF); review and organization of operational and/or functional filing systems; training sessions for newly implemented HR systems; reorganizations/realignments; and "clean-up" activities relative to remedial efforts.

The Contractor shall provide sufficient staffing flexibility and capability to meet the needs of the USPTO in these newly identified areas including but not limited to: Human Resources Specialist (Staffing); Human Resources Specialist (Classification); Human Resources Specialist (Employee Relations); Human Resources

Specialist (Labor Relations); Human Resources Assistants; Office Automation Clerks and General Clerks, Records Management Specialists, HR Quality Control Specialists, Librarians, and others.

C.4 CONTRACTOR REQUIREMENTS

- C.4.1 The contractor must have a detailed working knowledge of duties and responsibilities relative to federal human resource, OPM guidelines, specifically: "The Guide to Personnel Record Keeping and The Guide to Personnel Processing."
- C.4.2 Contractor experience shall include management and oversight of records management, assessments, analysis and inventory; concepts and theories of quality control administration; data entry and database management/IT; personnel auditing principles; and customer support services.
- C.4.3 Contractor administration must be performed in a manner that allows the contractor to carryout the contract requirements, paralleled with managing the daily use of required personnel files (OPF/IPF/EPF/MPF) by operational units within the human resource organization while performing their duties and responsibilities.
- C.4.4 The contractor must adhere to the strict confidentiality standards as set forth in the Privacy Act and policies established by the USPTO.

C.5 SUPPORTING REQUIREMENTS

- C.5.1 The contractor shall establish performance standards and measures for each requirement, developed in accordance with performance criteria set by the COTR and/or OHR operational management in maintaining a performance-based contract.
- C.5.2 The COTR and/or OHR operational management will perform periodic spot-check reviews for quality purposes.
- C.5.3 The following performance elements will be monitored routinely by the COTR for performance standards in meeting the requirements set forth in the contract throughout the performance period:
- Accuracy of filed OPF/IPF/EPF/MPF
 - Quality Review, SF-52/50 – 5% quarterly review of files
 - Weekly/biweekly/Monthly reported data entered (i.e., key stroke errors)
 - Time and Attendance leave audit activities (i.e., findings and reported corrective actions)
 - The contractor will develop and maintain a qualified database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes for each requirement that involves the processing of and distribution of personnel/payroll application data.

C.6 CONTRACTOR DELIVERABLES

- C.6.1 Ensure the presence of an OPF/IPF/EPF (MPF, if applicable) for each employee identified on the current Employee Alpha Roster including separated employees.
- C.6.1 Ensure management information reporting requirements address, at minimum, each of the performance elements noted in Sec. C.5.3.

C.7 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The USPTO will provide the necessary workspace to perform the required task. In addition, the government will provide the supplies and equipment necessary to complete the tasks in meeting OPM and USPTO required standards (i.e., lektriers, OPF, EPF, IPF and MPF retention folders; burn bags, inter-office mailing envelopes, personnel documents (forms) photocopier, photocopy paper and toner, archive boxes. The Government will provide the resources necessary to accommodate contract personnel occupancy and seating (i.e. standard desk and chair; the contractor will be required to provide any needs for ergonomic furnishings or personal accommodations). The Government will provide the contractor with computers and Internet access as needed for performance of the contract. The Government will provide a telephone desk set as needed for contract performance and for key personnel only. All Internet and telephone use must be conducted in accordance with USPTO's "Rules of the Road", "Media Contact Policy", and policies, rules and guidelines available on the USPTO intranet. The contractor must provide office supplies and equipment essential to performing requirements specified herein (pens/pencils, pads, staplers/staples, tape/tape dispensers, binders/clips, etc.)

SECTION D - PACKAGING AND MARKING

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables, reports and manuals may also be requested to be submitted electronically.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

| | | |
|-----------|--------------------------------------|----------|
| 52.246-04 | Inspection of Services – Fixed Price | AUG 1996 |
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E.2 QUALITY ASSURANCE SURVEILLANCE PLAN

The Government Quality Assurance Surveillance Plan (QASP) will be negotiated with the contractor at the time of contract award and will incorporate the contractor's proposed quality assurance plan. See Section L.3 for proposal requirement. An information copy of the Government QASP is provided in Attachment G.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

| | | |
|-----------|--------------------------|----------|
| 52.242-15 | Stop Work Order | AUG 1989 |
| 52.242-17 | Government Delay of Work | APR 1984 |
| 52.247-34 | F.o.b. Destination | NOV 1991 |

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

| | |
|----------------------------------|---|
| Base Period | Date of Award through 1 year thereafter |
| Option Period I (if exercised) | Date of Option Exercise through 1 year thereafter |
| Option Period II (if exercised) | Date of Option Exercise through 1 year thereafter |
| Option Period III (if exercised) | Date of Option Exercise through 1 year thereafter |
| Option Period IV (if exercised) | Date of Option Exercise through 1 year thereafter |

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four one-year extensions respectively. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

F.3 ORDERING PROCEDURES

- A. As required, the Contracting Officer will issue a modification to the contract providing funding for the task or delivery order.
- B. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (Sent to the Contractor via electronic mail/fax from the Contracting Officer (CO)).
- C. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.
- D. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.
- E. Orders issued will be at the fixed unit prices awarded for CLIN 0001 through CLIN 0031b and within the delivery times specified.
- F. The Contracting Officer may issue oral modifications to the task/delivery orders within the general scope of the contract for modifications to time of performance, place of performance, and quantities. The USPTO will not pay for services ordered but not performed. Any oral modifications under this contract will be followed as soon as practicable with a written modification to the task/delivery order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) -- TECHNICAL DIRECTION

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)
ADDRESS: U.S. Patent and Trademark Office
(to be designated at contract award)
PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: _____ TITLE: _____ ADDRESS: _____
CITY: _____
STATE: _____ ZIP CODE: _____ TELEPHONE
NUMBER: _____ FAX NUMBER: _____ INTERNET
ADDRESS: _____

G.5 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the Government Property specified in C.7 entitled "Government Furnished Equipment/Information" to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Furnished Property Clause" of the contract, FAR 52.245-04.

G.6 INVOICING AND PAYMENT INSTRUCTIONS

- (a) The Contractor shall only invoice for services rendered, tasks completed, and deliverables furnished for a given task/delivery order. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

- (b) A separate invoice shall be provided for each executed task/delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific delivery order;
- (4) A copy of the Configuration Sheet provided with the original or modified delivery order;
- (5) Payment terms;
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

- (c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.7 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for delivery orders completed during the previous month.

G.8 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

(b) If requested, a form will be provided to the successful contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ), Performance-Based contract, for one (1) base year and four (4) option years.

H.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT – FIXED PRICE CONTRACT

A. The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise an option by issuing a contract modification. To exercise an option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to the last 30-day period. This preliminary notification does not commit the Government to exercising the option.

B. If the Government exercises the option, the extended contract shall be considered to include this option provision.

C. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

H.4 FEDERAL HOLIDAYS

For information purposes, the following days are observed as Federal holidays (also available <http://www.opm.gov/FEDHOL/index.asp>):

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day (when applicable)

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the Contractor when early release of Federal employees has been authorized.

H.5 NO WAIVER OF DELIVERY SCHEDULE

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of OCD submissions either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.7 KEY PERSONNEL

a. The Contractor shall assign to this contract the following key personnel:

Labor Category

Name

Project Manager

b. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.8 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.9 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

H.10 SUPERVISION OF CONTRACTOR'S EMPLOYEES

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.11 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.12 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

(a) The Contractor shall obtain and wear Contractor identification passes. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

(1) Contract Language for use by Contracting Officers for Low Risk and Moderate Risk Contracts Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

(2) Investigative Processing -

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- i. Have official legal status in the United States; and
- ii. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
 - b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
 - c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
 - d. Any behavior judged to pose a potential threat to USPTO personnel or property.
Failure to comply with these requirements may result in the cancellation of this contract.
- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.

- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

H.13 CONFIDENTIAL DISCLOSURE

The Contractor will be required to have each personnel member complete a confidential disclosure statement to protect the personal privacy of individuals from unreasonable violation and information disclosure. The contractual disclosure statement will permit contract personnel access to personal data; thus, contract employees are required to maintain the confidentiality of USPTO/OHR documents.

H.14 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

- (a) This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (b) Within 30 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed:

- 1) USPTO IT Security User Awareness Training
- 2) Annual IT Security training in USPTO IT Security policies, procedures, computer ethics, and best practices (when available).

The contractor may use web-based training as available from USPTO to meet these requirements. For contracts extending beyond one year, the Contractor shall certify in writing to the COTR within the first 30 days of each contract or option year subsequent to the award year that its employees, in performance of the contract, have completed annual IT Security User Awareness training in accordance with USPTO requirements.

- (c) All Contractor employees are expected to comply with USPTO's IT Security policies.
- (d) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.15 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

SECTION I – CONTRACT CLAUSES

I.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

| Clause | Title | Date |
|-----------|--|----------------|
| 52.202-01 | Definitions | December 2001 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | April 1984 |
| 52.203-07 | Anti-Kickback Procedures | July 1995 |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | January 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | January 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | June 1997 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | August 2000 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | July 1995 |
| 52.215-02 | Audit and Records--Negotiation | June 1999 |
| 52.215-08 | Order of Precedence--Uniform Contract Format | October 1997 |
| 52.215-14 | Integrity of Unit Prices. | October 1997 |
| 52.216-22 | Indefinite Quantity | October 1995 |
| 52.217-08 | Option to Extend Services | November 1999 |
| 52.217-09 | Option To Extend The Term Of The Contract | March 2000 |
| 52.219-08 | Utilization of Small Business Concerns | October 2000 |
| 52.219-14 | Limitations on Subcontracting | December 1996 |
| 52.222-21 | Prohibition of Segregated Facilities | February 1999 |
| 52.222-26 | Equal Opportunity | April 2002 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | December 2001 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | June 1998 |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | December 2001 |
| 52.223-06 | Drug Free Workplace | May 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | October 2000 |
| 52.224-1 | Privacy Act Notification | April 1984 |
| 52.224-2 | Privacy Act | April 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | July 2000 |
| 52.227-02 | Notice and Assistance Regarding Patent and Copyright Infringement. | August 1996 |
| 52.232-1 | Payments | April 1984 |
| 52.232-17 | Interest | June 1996 |
| 52.232-18 | Availability of Funds | April 1984 |
| 52.232-23 | Assignment Of Claims | January 1986 |
| 52.232-25 | Prompt Payment | February 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | May 1999 |
| 52.233-01 | Disputes | December 1998 |
| 52.237-03 | Continuity of Services | January 1991 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-01 | Changes—Fixed price | August 1987 |
| 52.245-04 | Government Furnished Property | April 1984 |
| 52.249-02 | Termination For Convenience Of The Government (Fixed-Price) | September 1996 |

| | | |
|-----------|---|--------------|
| 52.249-08 | Termination For Default (Fixed Price Supply or Service) | April 1984 |
| 52.249-14 | Excusable Delays | April 1984 |
| 52.253-01 | Computer Generated Forms | January 1991 |

I.2 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS JUNE 2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.3 52.219-70XX SECTION 8(A) COMPETITIVE AWARDS

(a) This contract is issued as a competitive award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington District Office
1100 Vermont Avenue NW, 9th Floor
Washington, D.C. 20043-4500
(202) 606-4000

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer or ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting

I.4 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than the minimum stated per CLIN (See Section B) then the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the maximum stated per CLIN (See Section B);

(2) Any order for a combination of items in excess of total award value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

I.6 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2002

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment A – Glossary of Terms
Attachment B – Current Workflow Process
Attachment C – Personnel and Payroll Application Types
Attachment D – Payroll Cycle Process
Attachment E – Customer Service Process
Attachment F – Performance Requirements Summary
Attachment G – Government Quality Assurance Surveillance Plan (QASP)
Attachment H – Past Performance Questionnaire

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:
- Place of Performance (Street
 - Address, City, State, County, Zip Code)
 - Name and Address of Owner and
 - Operator of the Plant or Facility if
 - Other than Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

- A.
1. The North American Industry Classification System (NAICS) code for this acquisition is 561110.
 2. The small business size standard is no more than \$6.0 Million average annual receipts for an offeror's preceding 3 Fiscal Years (FY).
 3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is no more than \$6.0 Million average annual receipts for an offeror's preceding 3 Fiscal years (FY).

B. Representations.

1. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
2. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
3. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
4. [Complete only if the offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
5. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph B.4 of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
6. [Complete only if offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, as part of its offer, that--
 - a. It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - b. It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph B.6.a of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

C. Definitions. As used in this provision--

1. "Service-disabled veteran-owned small business concern"--
 - a. Means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- b. "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
2. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph C.1.a.(1) of this provision.
3. "Veteran-owned small business concern" means a small business concern--
 - a. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - b. The management and daily business operations of which are controlled by one or more veterans.
4. "Women-owned small business concern," means a small business concern--
 - a. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - b. Whose management and daily business operations are controlled by one or more women.

D. Notice.

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - a. Be punished by imposition of fine, imprisonment, or both;
 - b. Be subject to administrative remedies, including suspension and debarment; and
 - c. Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>

| Clause | Title | Date |
|-----------|--|---------------|
| 52.204-06 | Data Universal Numbering System (DUNS) Number | June 1999 |
| 52.214-34 | Submission Of Offers In The English Language | April 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | April 1991 |
| 52.215-01 | Instructions to Offerors—Competitive Acquisition | February 2000 |
| 52.232-38 | Submission of Electronic Funds Transfer Information with Offer | May 1999 |

L.2 INVITE AND RECEIVE OFFEROR SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.3 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L.3 of the RFP by the proposal due date will not be considered for further evaluation.

L.3 PROPOSAL REQUIREMENTS

Offerors are required to submit an original and four (4) copies of the following in response to the solicitation:

- Volume I
 - A. Quality Assurance Plan
 - B. Management Plan
 - C. Key Personnel Resumes
 - D. Past Performance
- Volume II
 - E. Price Proposal
 - F. A completed Section K (Certifications and Representations)

L.3.1 QUALITY ASSURANCE PLAN (FACTOR A)

The Quality Assurance Plan shall not exceed twenty (20) pages in total. The Government and the Contractor will agree to a Quality Assurance Surveillance Plan (QASP) at the time of contract award. The Government Team will provide a Contracting Officer and Contracting Officer's Technical Representative for implementation of the QASP.

THE PROPOSED PROGRAM IS SUBJECT TO GOVERNMENT APPROVAL. This program shall, at a minimum, address the following.

- (1) Sampling and measuring for every CLIN performed or delivered under this contract. This system will ensure attainment of the Acceptable Performance Level in the Statement of Work for each CLIN. This

system must be agreeable to both the Government and Contractor and must use one of the following methods: 100% inspection, Customer Feedback, Random Monitoring, or Periodic Sampling. The plan must detail the procedures to be utilized to insure inspection will be taken from all phases of workflow.

- (2) Where and by whom daily contractor process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.
- (3) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies.
- (4) How and when daily inspection and tests or reviews will be held to check for: 1- errors and 2- timeliness.
- (5) Describe how verification will be accomplished to insure that all orders have been processed in full.
- (6) Describe the safeguarding and protection of privacy information.

Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

All requested quality control samples (for use by Government representatives) must be supplied at no additional cost to the Government.

L.3.2 MANAGEMENT PLAN (FACTOR B)

The Management Plan shall not exceed fifteen (15) pages in total (inclusive of all attachments). The management portion of the proposal must include, at a minimum:

1. Understanding of the USPTO's requirements;
2. Specific management plan for the contract;
3. Resources and expertise necessary to provide support for the requirement.

L.3.3 KEY PERSONNEL RESUME (FACTOR C)

Offeror shall provide a key personnel resume (key personnel resume shall not exceed two (2) pages) for the Program Manager. Resumes should clearly communicate the skills, knowledge, and aptitudes of the individual. An employment history must be included that covers at least the most current 5 years of employment.

L.3. PAST PERFORMANCE STATEMENT (FACTOR D)

The Past Performance Statement shall not exceed five (5) pages in total inclusive of all Offeror references. This description must include, at a minimum:

- 1) Experience in managing similar size requirements and performing comparable services;

This section shall demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in this RFP.

- 2) List of current or previous contracts; (excluded from five (5) page limitation)

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contact's telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts. The Offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.

3. A form in Attachment H of this RFP is provided for the offeror to give to their references. This form should be completed by the reference and submitted via fax not later than the RFP submission due date to the following (as per attachment instructions):

FAX 703-305-8294

ATTN: Brendon Johnson
U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive
Crystal Park I, Suite 810
Arlington, VA 22202
Voice 703-305-8146

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

* The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to utilize only those references.

* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

L.3.6 PRICE

Section B is a suggested format for the price submission. The USPTO is seeking innovative solutions for this requirement and is receptive to alternate pricing formats. The price portion of the proposal shall include at a minimum:

- A price proposal that meets the USPTO requirements in Section C and considers the suggested CLINs and estimated quantities as stated in Section B.
- A multi-tiered incentive payment structure tied to contract performance. Paragraph B.9.1 is the USPTO's recommended incentive plan. The USPTO is receptive to alternate incentive plans that provide the most advantageous measurements and incentives to both the USPTO and the contractor.

L.4 SUBMISSION FORMAT REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four copies) on white, untextured paper;

- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 2000 (or newer) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt; and,

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), July 25, 2003.

IMPORTANT! Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
Attn: Brendon Johnson
Mail Stop 6
Office of Procurement
PO Box 1450
Alexandria, VA 22313-1450

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Attn: Brendon Johnson
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202

When proposals are hand-carried or sent by courier service (Non-USPS), the Offeror assumes the full responsibility for ensuring that the proposals are received by the date and time specified above.

L.5 SITE VISIT

A pre-proposal site visit will be held at the USPTO on July 7, 2003 at 2011 Crystal Drive, Suite 707, Arlington VA, 22202. Each prospective offeror may send no more than two people. Questions will not be taken at the time of the site visit. Questions will be handled in accordance with Section L.6. All interested offerors please contact Ms. Syble McNair at (703) 305-8223 for confirmation no later than July 3, 2003.

L.6 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to brendonj.johnson@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by 2PM E.S.T. July 10, 2003. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.7 INCUMBENT CONTRACTOR

This requirement is currently being performed under USPTO Contract 50-PAPT-0-01019. The current contractor is STG International Inc., 4900 Seminary Road, Suite 207, Alexandria, VA 22311, Contract Number 50-PAPT-0-01019.

L.8 52.233-2 SERVICE OF PROTESTS (AUGUST 1996) (DEVIATION)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgments of receipt from:

| | |
|---|-------------------------------|
| United States Patent and Trademark Office | Office Of the General Counsel |
| OFFICE OF PROCUREMENT | USPTO |
| Mail Stop 6 | Mail Stop 8 |
| P.O. Box 1450 | P.O. Box 1450 |
| Arlington, VA 22313-1450 | Arlington, VA 22313-1450 |
| ATTN: Brendon Johnson | FAX: 703-305-5907 |
| FAX: 703-305-8294 | |

- B. The copies of any protest shall be received in the offices designated above within one day of filing a protest with the GAO.

L.9 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
U.S. Patent & Trademark Office
P.O. Box 1450
Arlington, VA 22313-1450
FAX No. 703-305-0995

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
Mail Stop 8
P.O. Box 1450
Arlington, VA 22313-1450
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including

any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

The use in the solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

The use in the solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.11 PROHIBITION ON MULTIPLE PROPOSALS

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation.

Recognizing that the USPTO is encouraging innovative solutions, the USPTO will only consider one solution per offeror. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

L.12 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

L.13 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.14 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.15 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.16 AMENDMENTS TO PROPOSALS

Amendments to proposals shall be submitted prior to the solicitation closing date as a complete revised proposal and labeled "Revised Proposal." Change pages will not be accepted.

L.17 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

L.18 SUMMARY

Offerors shall be responsible for accessing the web page, the Current Patent and Trademark Office Acquisition Projects page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any changes to the solicitation. All changes will be posted at this location. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the due date will not be considered for further evaluation.

In summary, Offerors are required to submit the following in response to the RFP:

- . Quality Assurance Plan (no more than 20 pages)
- . Management Plan (no more than 15 pages total)
- . Key Personnel Resumes (no more than 2 pages each)
- . Past Performance Statement (no more than 5 pages total)
- . Price Proposal (each year shall be no more than 5 pages)
- . Certifications and Representations (Section K)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 “BEST VALUE” DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior quality assurance plan, management plan, key personnel resume, past performance, and price structure features rather than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior quality assurance plan, management plan, key personnel resume, past performance, and price structure. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior quality assurance plan, management plan, key personnel resume, past performance, and price structure. As proposals become more equal in their quality assurance plan, management plan, key personnel resume, past performance, and price structure the overall evaluated price increases in relative importance.

M.2 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of quality assurance plan, management plan, key personnel resume, past performance, and price structure, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in quality assurance plan, management plan, key personnel resume, past performance, and price structure with differences in overall price to the USPTO. USPTO shall determine what tradeoff among quality assurance plan, management plan, key personnel resume, past performance, and price structure promises the greatest value to the USPTO.

To be eligible for contract award, the Offeror shall meet the following conditions:

- * Determined to be responsible according to the standards of FAR Subpart 9.1. The USPTO reserves the right to conduct a Pre-award survey IAW FAR 9.106 to verify and determine that the Offeror has the facilities and equipment necessary to perform the contract.
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation.
- * Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required.
- * Meets all needs set forth in Section C.
- * Provides the best overall value to the USPTO as represented by a combination of management/technical, past performance, and price factors.

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the USPTO OHR Operations and Customer Service Support. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

- A. Quality Assurance Plan (no more than 20 pages)
- B. Management Plan (no more than 15 pages total)
- C. Key Personnel Resume (no more than 2 pages each)
- D. Past Performance Statement (no more than 5 pages total)
- E. Price Proposal (each year shall be no more than 5 pages)
- F. Certifications and Representations (Section K)

A. Quality Assurance Plan

The USPTO will assess the offeror's ability to provide and manage a quality assurance plan that will ensure performance of all CLINs at or above the stated Acceptable Quality Levels. The evaluation will consider the relevance, credibility, responsiveness, and completeness of performance and services offered.

B. Management Plan

The USPTO will assess the Offeror's ability to provide and manage the full range of program management and technical activities necessary to perform the contract successfully. The evaluation will consider the relevance, credibility, responsiveness, and completeness of performance and services offered.

C. Key Personnel Resume

The USPTO will assess the Key Personnel's ability to perform the role of Program Manager effectively. This evaluation will consider the relevance of the key personnel's past experience and the quality of the past experience and performance.

D. Past Performance

The USPTO will utilize past performance information submitted in response to the Solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience; and,
- Quality of the offerors past experience and performance.

E. Price Proposal

The USPTO will evaluate the overall evaluated price for each offeror.

The USPTO will examine the price proposal to evaluate feasibility and advantages in the incentive plan, and overall price. The USPTO will evaluate whether the proposed prices are realistic when compared to the quality assurance and management plans; and whether the proposed price are fair and reasonable to the Government, price and other factors considered.

The USPTO will examine the price proposals as prescribed in Section 15.403 and 15.404 of the Federal Acquisition Regulation to ensure a fair and reasonable price.

F. Relative Importance of Evaluation Factors

The Non-Price Evaluation Factors' importance is in the following descending order with the most important factor listed first: Factor A Quality Assurance Plan, Factor B Management Plan, Factor C Key Personnel Resume, Factor D Past Performance. When combined the Non-Price Factors are significantly more important than Factor E Price Proposal. Factor E Price Proposal will be evaluated but not scored.

M.5 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.6 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.